

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

BENJAMIN CRUISE

Plaintiff,

v.

ALLEGIANT AIR, LLC d/b/a TEESNAP
and TEESNAP, LLC.

Defendants,

CASE NO.: _____

COMPLAINT

PARTIES

1. Plaintiff Benjamin Cruise ("Plaintiff") is an individual living in Douglas County, Nebraska.
2. Defendant Allegiant Air, LLC ("Allegiant") is a national business operating out of Las Vegas, Nevada doing business in Douglas County, Nebraska.
3. Defendant Teesnap, LLC (Teesnap) is a wholly owned subsidiary of Allegiant operating out of Las Vegas, Nevada doing business in Douglas County, Nebraska.

VENUE

4. Plaintiff fully incorporates paragraphs 1 through 3 of this Complaint as fully reinstated herein.
5. The events that give rise to this cause of action happened on or about December 28, 2018.

6. Venue is proper pursuant to Neb. Rev. Stat. § 25-403.01 as Douglas County is where the Plaintiff resides, and the Defendants do business.

STATEMENT OF FACTS

7. Plaintiff fully incorporates paragraphs 1 through 6 of this Complaint as fully reinstated herein.
8. On or about February 18, 2016, Plaintiff accepted employment with TeeSnap as a Regional Account Executive.
9. Plaintiff's 2016 contract states, in pertinent part: "Commission Structure: You will be eligible to participate in TeeSnap's Commission program. Your award will be based on individual performance."
10. In 2017, Plaintiff voluntarily left employment with TeeSnap.
11. On or about December 28, 2018 Plaintiff was an employee of TeeSnap Inc., ("Defendant") which is a subsidiary company owned by Defendant.
12. On or about December 28, 2018 Plaintiff was employed as a Sales Rep of Defendant.
13. On or about December 28, 2018 Defendant terminated Plaintiff's employment.
14. On or about December 28, 2018, Plaintiff forwarded a Compensation Spreadsheet ("spreadsheet") via e-mail to Knight Schwandt, an employee of Defendant. That spreadsheet detailed outstanding compensation due to Plaintiff.

15. The spreadsheet detailed numerous sales that were made by Plaintiff as an employee of Defendant that were signed for and under agreement by the purchasing parties.
16. Plaintiff requested Defendant compensate him for the outstanding sales under the spreadsheet for a total of \$33,500. USD.
17. Plaintiff also requested via the spreadsheet an additional \$27,000 due to him under Defendant's yearend bonus structure.
18. On or about December 28, 2018 Knight Schwandt acknowledged receipt of that spreadsheet and replied that "only deals that are live, active, and transacting are eligible for commission payments to be made....Those that have not been installed, or have not actively begun using the system as of the date of your departure, will not be paid out."
19. To the date of filing this Complaint Plaintiff has not received the additional compensation he requested from Defendant.

FIRST CAUSE OF ACTION

VIOLATION OF NEBRASKA WAGE PAYEMNT AND COLLECTION ACT

20. Plaintiff incorporates paragraphs 1 through 15 of this Complaint as if fully restated herein.
21. On or about December 28, 2018 Plaintiff was permitted to work by Defendant pursuant to an employment relationship.

22. On or about December 28, 2018 Defendant was a corporation employing person(s) in Nebraska.
23. On or about December 28, 2018 Plaintiff made a request for unpaid wages related to numerous commissions on sales which were on file with Defendant at the time Plaintiff's employment was terminated.
24. On or about December 28, 2018 Plaintiff was told his claim for the unpaid wages on file would be denied because "only deals that are live, active, and transacting are eligible for commission payments...those that have not been installed, or have not actively begun using the system as of the date of your departure, will not be paid out."
25. As Plaintiff has not received his unpaid wages, and has been told he will not receive them, he may institute suit for this claim.

DAMAGES

26. Plaintiff incorporates paragraphs 1 through 21 of this Complaint as if fully restated herein.
27. To compensate for the above damages Plaintiff seeks:
- a. \$33,500 in unpaid wages for orders on file.
 - b. \$27,000 in unpaid wages under Defendant's yearend bonus structure.
28. Plaintiff requests attorney's fees for this action pursuant to Neb. Rev. Stat. §48-1231(1)(b).
29. Plaintiff respectfully requests trial by jury.

Plaintiff prays for general and specific damages, and for such other and further relief as the court deems fair, just, and equitable.

DATED: February 18, 2020

BENJAMIN CRUISE, Plaintiff

A handwritten signature in blue ink that reads "Just-Hj".

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